

CIVIL ACTION COVER SHEET

DOCKET NUMBER

17-CV-00049

Trial Court of Massachusetts  
The Superior Court



PLAINTIFF(S): Kyle Millmore

ADDRESS: 20 Laro Road, Westfield, MA 01085

COUNTY Hampshire

DEFENDANT(S): Town of Southampton, John C. Workman, Shannon Cutler, Charlie

Kaniecki, James LaBrie, John Martin and Jacqueline Sears

Unknown at Present

ATTORNEY: Shawn P. Allyn, Esq.

ADDRESS: Allyn & Ball, P.C., 98 Lower Westfield Road, Ste. M, Holyoke, MA 01044

ADDRESS: Town of Southampton, 210 College Highway, Southampton, MA

BBO: 643227

Unknown at Present

TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)

CODE NO.

AA1

TYPE OF ACTION (specify)  
Action involving a municipality

TRACK

A

HAS A JURY CLAIM BEEN MADE?

YES

NO

\*If "Other" please describe:

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(attach additional sheets as necessary)

A. Documented medical expenses to date:

- 1. Total hospital expenses ..... \$
- 2. Total doctor expenses ..... \$
- 3. Total chiropractic expenses ..... \$
- 4. Total physical therapy expenses ..... \$
- 5. Total other expenses (describe below) ..... \$

Subtotal (A): \$

B. Documented lost wages and compensation to date ..... \$ 60,000.00

C. Documented property damages to dated ..... \$

D. Reasonably anticipated future medical and hospital expenses ..... \$

E. Reasonably anticipated lost wages ..... \$

F. Other documented items of damages (describe below) ..... \$

G. Briefly describe plaintiff's injury, including the nature and extent of injury:

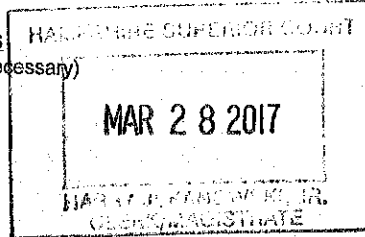
TOTAL (A-F): \$ 60,000.00

CONTRACT CLAIMS

(attach additional sheets as necessary)

Provide a detailed description of claim(s):

Action against municipality involving an employee/personnel/contractual matter



TOTAL: \$

Signature of Attorney/Pro Se Plaintiff: X

Date:

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: X

Date: 3/28/17

# CIVIL ACTION COVER SHEET INSTRUCTIONS

## SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

### AC Actions Involving the State/Municipality \*

- AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AB1 Tortious Action Involving Commonwealth, Municipality, MBTA, etc. (A)
- AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
- AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

### CN Contract/Business Cases

- A01 Services, Labor, and Materials (F)
- A02 Goods Sold and Delivered (F)
- A03 Commercial Paper (F)
- A04 Employment Contract (F)
- A06 Insurance Contract (F)
- A08 Sale or Lease of Real Estate (F)
- A12 Construction Dispute (A)
- A14 Interpleader (F)
- BA1 Governance, Conduct, Internal Affairs of Entities (A)
- BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
- BB1 Shareholder Derivative (A)
- BB2 Securities Transactions (A)
- BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
- BD1 Intellectual Property (A)
- BD2 Proprietary Information or Trade Secrets (A)
- BG1 Financial Institutions/Funds (A)
- BH1 Violation of Antitrust or Trade Regulation Laws (A)
- A99 Other Contract/Business Action - Specify (F)

\* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

### ER Equitable Remedies

- D01 Specific Performance of a Contract (A)
- D02 Reach and Apply (F)
- D03 Injunction (F)
- D04 Reform/ Cancel Instrument (F)
- D05 Equitable Replevin (F)
- D06 Contribution or Indemnification (F)
- D07 Imposition of a Trust (A)
- D08 Minority Shareholder's Suit (A)
- D09 Interference in Contractual Relationship (F)
- D10 Accounting (A)
- D11 Enforcement of Restrictive Covenant (F)
- D12 Dissolution of a Partnership (F)
- D13 Declaratory Judgment, G.L. c.231A (A)
- D14 Dissolution of a Corporation (F)
- D99 Other Equity Action (F)

### PA Civil Actions Involving Incarcerated Party †

- PA1 Contract Action involving an Incarcerated Party (A)
- PB1 Tortious Action Involving an Incarcerated Party (A)
- PC1 Real Property Action involving an Incarcerated Party (F)
- PD1 Equity Action involving an Incarcerated Party (F)
- PE1 Administrative Action involving an Incarcerated Party (F)

### TR Torts

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
- B04 Other Negligence - Personal Injury/Property Damage (F)
- B05 Products Liability (A)
- B06 Malpractice - Medical / Wrongful Death (A)
- B07 Malpractice - Other (A)
- B08 Wrongful Death, G.L. c.229 §2A (A)
- B15 Defamation (A)
- B19 Asbestos (A)
- B20 Personal Injury - Slip & Fall (F)
- B21 Environmental (F)
- B22 Employment Discrimination (F)
- BE1 Fraud, Business Torts, etc. (A)
- B99 Other Tortious Action (F)

### RP Real Property

- C01 Land Taking (F)
- C02 Zoning Appeal, G.L. c. 40A (F)
- C03 Dispute Concerning Title (F)
- C04 Foreclosure of a Mortgage (X)
- C05 Condominium Lien & Charges (X)
- C99 Other Real Property Action (F)

### MC Miscellaneous Civil Actions

- E18 Foreign Discovery Proceeding (X)
- E97 Prisoner Habeas Corpus (X)
- E22 Lottery Assignment, G.L. c. 10 §28 (X)

### AB Abuse/Harassment Prevention

- E15 Abuse Prevention Petition, G.L. c. 209A (X)
- E21 Protection from Harassment, G.L. c. 258E(X)

### AA Administrative Civil Actions

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)
- E03 Certiorari Action, G.L. c.249 §4 (X)
- E05 Confirmation of Arbitration Awards (X)
- E06 Mass Antitrust Act, G. L. c. 93 §9 (A)
- E07 Mass Antitrust Act, G. L. c. 93 §8 (X)
- E08 Appointment of a Receiver (X)
- E09 Construction Surety Bond, G.L. c. 149 §§29, 29A (A)
- E10 Summary Process Appeal (X)
- E11 Worker's Compensation (X)
- E16 Auto Surcharge Appeal (X)
- E17 Civil Rights Act, G.L. c.12 §11H (A)
- E24 Appeal from District Court Commitment, G.L. c.123 §9(b) (X)
- E25 Plural Registry (Asbestos cases) (X)
- E94 Forfeiture, G.L. c.265 §56 (X)
- E95 Forfeiture, G.L. c.94C §47 (F)
- E99 Other Administrative Action (X)
- Z01 Medical Malpractice - Tribunal only, G.L. c. 231 §60B (F)
- Z02 Appeal Bond Denial (X)

### SO Sex Offender Review

- E12 SDP Commitment, G.L. c. 123A §12 (X)
- E14 SDP Petition, G.L. c. 123A §9(b) (X)

### RC Restricted Civil Actions

- E19 Sex Offender Registry, G.L. c.6 §178M (X)
- E27 Minor Seeking Consent, G.L. c.112 §12S (X)

**TRANSFER YOUR SELECTION TO THE FACE SHEET**

#### EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?	
B03	Motor Vehicle Negligence-Personal Injury	F	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

### STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

**DUTY OF THE PLAINTIFF** - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or pro se party.**

**DUTY OF THE DEFENDANT** - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.  
FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY  
MAY RESULT IN DISMISSAL OF THIS ACTION.**

COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF THE TRIAL COURT

HAMPSHIRE, SS.

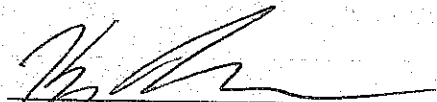
SUPERIOR COURT DEPARTMENT  
DOCKET NO. 2017-CV-00049

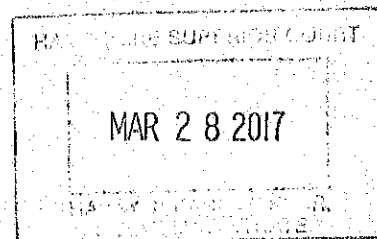
KYLE MILTIMORE )  
Plaintiff, )  
 )  
v. )  
 )  
TOWN OF SOUTHAMPTON, )  
JOHN C. WORKMAN, et al. )  
Defendants. )  
 )

VERIFICATION OF COMPLAINT

I, Kyle Miltimore, hereby verify that I have read the attached Complaint & Demand for Jury trial and affirm that the contents of the complaint are true and accurate to the best of my knowledge, memory and belief this 27<sup>th</sup> Day of March 2017.

Signed under the pains and penalties of perjury.

  
\_\_\_\_\_  
Kyle Miltimore  
Plaintiff



COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF THE TRIAL COURT

HAMPSHIRE, SS.

SUPERIOR COURT DEPARTMENT  
DOCKET NO. 2017-CV- 00049

KYLE MILTMORE,  
Plaintiff

v.

TOWN OF SOUTHAMPTON,  
JOHN C. WORKMAN,  
SHANNON CUTLER, CHARLIE KANIECKI,  
JAMES LABRIE, JOHN MARTIN and  
JACQUELINE SEARS,  
Defendants

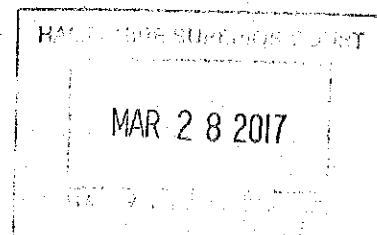
**VERIFIED COMPLAINT AND  
DEMAND FOR TRIAL BY JURY**

**INTRODUCTION**

The following is a complaint seeking compensatory damages for illegal retaliation for violations of the Massachusetts whistleblower statues, breach of contract/town-by laws and Civil rights violations.

**PARTIES**

1. Kyle Miltimore is a natural person with a principal place of address at 20 Laro Road, Westfield, Massachusetts 01085.
2. Town of Southampton is a public employer with a principal place of address at 210 College Highway, Southampton, Massachusetts 01073.



3. Defendant John C. Workman, is the Fire Chief and Supervisor of fire personnel for the Town of Southamton with a principal place of address at 204 College Highway, Southamton, Massachusetts 01073.
4. Defendant Shannon Cutler is a select board member for the Town of Southamton and has a principal place of address at 210 College Highway, Southamton, Massachusetts 01073.
5. Defendant Charlie Kaniecki is a select board member for the Town of Southamton and has a principal place of address at 210 College Highway, Southamton, Massachusetts 01073.
6. Defendant James Labrie is a select board member for the Town of Southamton and has a principal place of address at 210 College Highway, Southamton, Massachusetts 01073.
7. Defendant John Martin is a select board member for the Town of Southamton and has a principal place of address at 210 College Highway, Southamton, Massachusetts 01073.
8. Defendant Jacqueline Sears is a select board member for the Town of Southamton and has a principal place of address at 210 College Highway, Southamton, Massachusetts 01073.

**COMMON FACTS TO ALL CLAIMS**

9. Plaintiff has been employed for the Town of Southamton Fire Department since 2010.
10. From the time period of 2010 through present, Plaintiff was promoted up to the rank of Deputy Fire Chief and Emergency Medical Services (hereinafter "EMS") Coordinator based upon his paramedic training.

11. Plaintiff's core responsibilities were overseeing and coordinating emergency medical services for the town, with paramedic-level ambulance services.
12. Plaintiff's paramedic background gave him particular expertise in this area, above and beyond that possessed by Defendant Workman, as such Plaintiff was in a unique position of ensuring that the Southampton Fire Department paramedic-level ambulance service was in compliance with all regulations pertaining to narcotics and controlled substances.
13. During these periods of time, Defendant Workman lacked the necessary leadership skills to foster a healthy work environment and to encourage compliance with state and federal regulations.
14. During these period of times, Plaintiff had discovered and documents violations of State and Federal Regulations as to record keeping procedures for paramedic level response vehicles being utilized and operated by the Town of Southampton Fire Department.
15. Prior to Plaintiff making formal health and safety complaints to Defendant Workman about regulatory compliance with drug record-keeping procedures for paramedic-level ambulance services and then the Commonwealth of Massachusetts, Plaintiff had reported what he reasonably believed to be illegal conduct of Defendant Workman to the Town of Southampton.
16. Defendant Workman attempted to engage the Plaintiff in a personnel dispute he was having with another employee, Mark Theroux, where Defendant Workman was alleged to have assaulted Mark Theroux.
17. Theroux and obtained his own counsel and upon information and believe pursued criminal and civil charges against Defendant Workman.

18. Defendant Workman approached the Plaintiff and said, "you are a Deputy Chief, you have to have my back" on this requesting him to provide a fabricated witness statement assisting Defendant Workman with the Theroux employee matter.
19. Plaintiff refused to comply with the request as he did not witness the dispute between Defendant Workman and Theroux.
20. Plaintiff informed Defendant Workman that he would not "fabricate" a witness statement. At the time, Defendant Workman made the request, Plaintiff reasonably believed that such request was illegal, if not, criminal to ask him to fabricate a witness statement.
21. In late February to early March of 2015, Defendant Workman began threatening the Plaintiff and his employment stating: "if he is to stay working here he will terminate whomever is involved with this matter" (referring to the Theroux employee matter).
22. On March 5, 2015, Plaintiff emailed a detailed letter to the Town Administrator wherein he complained about the "overwhelming amount of stress and hostility at the fire station since Thursday, 2-26-15 regarding the event that took place between the fire chief and Mark Theroux."
23. On March 4, 2015, Plaintiff emailed a detailed letter to the Town Administrator wherein he complained about the Chief's request for him to be untruthful and the Defendant Workman's threats to terminate his employment.
24. At this time, Plaintiff reasonably believed that requesting him to fabricate a witness statement and event surrounding an alleged assault by Defendant Workman with another employee was not legal and could lead to public health and safety concerns since Defendant Workman's conduct occurred in the Southampton Fire Department.

25. Defendant Town of Southampton and Defendants Select Board members did nothing to intervene or eradicate the conduct.
26. After this personnel dispute, in late February, early March of 2015, Plaintiff cut back his day shift hours in order to avoid further conflicts and threats from Defendant Workman.
27. During these periods of time, Defendant Workman began making statements to the public through local press that the Plaintiff "stop [sic] showing up for work in February."
28. To the contrary, Plaintiff's work calendars show that he continued to work in February, March, April and May, albeit less hours than he had worked in the past.
29. On or about April 23, 2015, Plaintiff sent Defendant Workman and copied Town Select board addressing that several narcotic logs in emergency personnel vehicles were not being signed out or accounted for as outlined in Department policy and procedures. At this time, Defendant Workman acknowledged in a response that "I am aware of the fact... that there was some issue."
30. After April 23, 2015, Defendant Workman's hostility, aggression and threats towards the Plaintiff began to escalate where the Plaintiff felt unsafe at work.
31. The lack of corrective actions by the Defendants to the acknowledged health and public safety threat with the lack of state law and regulatory compliance with narcotic logs in emergency personnel vehicles lead the plaintiff to filing additional complaints with the Commonwealth of Massachusetts.
32. On May 28, 2015, Defendant Workman had Ben Hogan another member of the Southampton Fire Department send the Plaintiff a text stating as follows:  
"SFD losing our P license is bullshit. People have personal issue with The chief and they just fucked the town by crying to the state. The



State even knows it is a witch hunt to make him look bad. This is's chiefs (sic) fault the license is gone. It's whomever is crying to the state and Not manning up. Now every citizen is at risk because a few people Have a personal problem with him."

33. On or about May 31, 2015, Defendant Workman further disparaged and retaliated against the Plaintiff when speaking with an Easthampton Fire Department Captain. Captain Daniel Constantine text the Plaintiff stating as follows:  
  
"Looks like a bit of a mess at the SFD...not hearing positive things About your involvement in this...puzzling to me...but before I draw Any conclusions... I would like to hear your side."
34. In June of 2015, Defendant Workman with Defendant Kaniceki continued to make disparaging remarks about the Plaintiff in public and to the media.
35. On July 1, 2015, Plaintiff complained to Town Selectwomen Elizabeth Moulton about unprofessional remarks Defendant Workman was making about him in public, specifically referring her to a July 1, 2015 Hampshire Gazette Article.
36. On July 1, 2015, Selectwomen Moulton text Plaintiff stating: "I did read it and thought the same thing. I would very [sic] very upset if I was you. The chief was out of line but I am not surprised at his choice of words.
37. On July 29, 2015, Plaintiff wrote an email as Deputy Fire Chief to Dr. Raymond Conway to review the safety concerns raised at which time Defendant Workman responded to the email and directed Dr. Conway to "please disregard this request until further notice. Chief Workman." (also copying all the select board members at the time he sent the email).

38. Since reporting the known safety violations at the Southampton Police Department, Defendant Workman became more hostile, threatening and aggressive with the Plaintiff in his work place.
39. As a result of the above, on \_\_\_\_\_ Plaintiff sent a letter to Heather Budrewicz, Town Administrator and complained about the conduct.
40. Budrewicz did nothing to address Defendant Workman's conduct.
41. After sending the above-referenced letter, Plaintiff went to a public Town Meeting and addressed the selectmen. Plaintiff informed the selectmen that he did not feel safe going into work due to Defendant Workman's conduct. The Board members present were David McDougal, Jackie Sears, Elizabeth Moulton, and Edward Cauley.
42. The Select Board members failed to address the retaliatory conduct of Defendant Workman or the Town Administrator's failure to address the matter. Defendant McDougal stated: "if you don't feel safe then don't go in." (referring to not going into the Southampton Fire Department).
43. As a direct result of untenable harassment and retaliatory acts by Defendant Workman and Defendant select board members, Plaintiff was compelled to take leave of absences.
44. Plaintiff requested leaves of absence from May 14, 2015 through August 3, 2015. While on leave, Defendant Workman continued his retaliatory actions as described herein.
45. On July 6, 2015, Plaintiff filed formal written grievances with the Town of Southampton in accordance with its Personnel Bylaws.

46. Defendant Town of Southampton and Defendant Select Board Members ignored the grievance and statutory bylaws which governed the grievances sending the Plaintiff and email stating as follows:  
  
"Deputy Chief Kyle Miltimore, the Personnel Policies and Procedure Board (PPPB), after discussion with and advice from Town Council, Michelle Pandozza, will not take any further steps in your 2 grievances against Fire Chief Workman and your grievance against Select Board Member Charlie Kaniecki." Arthur Lawrence Chair, PPPB, (dated: July 14, 2015).
47. Plaintiff was scheduled to return to work on August 3, 2015.
47. On July 29, 2015, Defendant Workman informed Plaintiff that he would not return to work on August 3, 2015 until a disciplinary action hearing could be held against him for alleged violations of department policies and insubordination.
48. The parties then attempted to schedule a disciplinary hearing only to have Defendant Workman then state that an October 15, 2015 hearing would not "be a non-disciplinary hearing."
49. Prior to October 15, 2015, Defendant Workman had published a Fire Department Personnel listing at Cooley Dickinson Hospital which updated personnel positions. The list alleged the Plaintiff was terminated and listed another staff member performing the Plaintiff's duties and responsibilities.
50. Since October of 2015, Defendants have ignored the Plaintiff and legal demands sent by his counsel.
51. Since October of 2015, Defendants claimed Plaintiff "abandoned" his employment or was terminated by the Defendants.
52. Defendants have not substantiated any termination to date.

53. On December 7, 2016 (dispute the pretextual –false statements- that the Plaintiff abandoned his employments), Defendants convened a meeting at the Southampton Board of Selectmen alleging to have met in executive session to discuss “Mr. Miltimore’s reputation and character.”
54. Defendants alleged to have been discussing complaints “originally filed with the Board on November 1, 2016 and responded to by the board on November 21, 2016.”
55. On March 13, 2017, the Massachusetts Attorney General’s Office issued an order that such meeting violated the Open Meeting Law, G.L. c. 30A, §§ 18-25.
56. The Massachusetts Attorney General has ordered the releases of the Board’s Minutes to the Plaintiff for which the Defendants to date- refuse to comply with such order.

**COUNT I Violation of M.G.L.A. c. 149, § 185  
Massachusetts Whistle Blower Statute v. Town of Southampton**

57. The Plaintiff incorporates by reference all allegations as alleged in all previous counts herein.
58. The Town of Southampton is an employer within the meaning of M.G.L. c. 149, § 185(a) (2).
59. Plaintiff disclosed to the Town of Southampton, his supervisors, and others specific unlawful activity which Plaintiff reasonably believed violated the Laws of the Commonwealth and activities and practices of the Town of Southampton Fire Department which Plaintiff reasonably believed posed a risk to the public health, safety and environment of the employer: Specifically, Plaintiff did the following:
  - a. complained about the fire department emergency personnel vehicles and employees not accounting for controlled substance boxes and the need for the

proper record keeping of when controlled substances were used, by whom and for what;

- b. reported the failure of the Town of Southampton to Defendant Workman of the Town not complying with Federal and State laws and regulations regarding the controlled substances being used by fire department emergency personnel via multiple emails during March and April of 2015;
  - c. complained to Dr. Conway at Cooley Dickinson Hospital about the Town of Southampton's fire department failure to comply with the state law and regulations as to paramedical-level ambulances controlled substances which were not being accounted for;
  - d. Plaintiff complained to Dr. Conway at Colley Dickinson after Defendant Workman refused to address or acknowledge the serious public health risk and complaints as to the controlled substances being accounted for on emergency personal vehicles;
  - e. by participating in a Massachusetts Department of Public Health investigation into the complaint made by the Plaintiff that the Town of Southampton was not properly following Massachusetts State Law or Federal Law relative to accounting for controlled substances being used in emergency personal vehicles;
  - f. by objecting to filing false witness statement at the request of Defendant Workman in his attempt to defend himself and the Town of Southampton in claims brought by another employee.
60. At all relevant times, the Plaintiff feared physical harm from Defendant Workman when he threatened to terminate any employee not supporting him in the Theroux matter.

61. At all relevant times, the Plaintiff feared Defendant Workman because of the unusual power he wielded in the Town of Southampton and with Defendant Select Board Members.
62. As a direct result of reporting what the Plaintiff believe to be violations of state law, Federal Civil Rights Law and departmental safety policies, Defendant Town of Southampton and its supervisor agents engaged in retaliatory actions towards the Plaintiff. In particular:
  - a. the supervisory staff began shunning the Plaintiff and some sent harassing text messages on behalf of the Town of Southampton's supervisory staff;
  - b. on the very same day the Plaintiff reported the conduct to his supervisor, Defendant Workman and the Select Board members began to make the Plaintiff feel unsafe at work due to their actions and failures to act;
  - c. Plaintiff was subsequently forcing the plaintiff to take leave of absences from work;
  - d. By removing the Plaintiff duties without notice and reassigning them to other Southampton Fire Department Personnel;
  - e. By engaging in a pubic disparagement campaign against the Plaintiff verbally to citizens and to local news outlets.
63. Defendant Town of Southampton engaged in retaliatory actions only to protect Defendant Workman and to prevent further embarrassment and state scrutiny to the Southampton Fire Department.
64. Plaintiff has sustained damages as a direct result of Defendant Town of Southampton retaliatory conduct.

**COUNT II**  
**Violation of M.G.L.A. c. 12, § § 11H, 11I**  
**Violation of Massachusetts Civil Rights Act**  
**v. JOHN C. WORKMAN, CUTLER, KANIECK, LABRIE, MARTIN & SEARS**

65. The Plaintiff incorporates by reference all allegations as alleged in all previous counts herein.
66. In or about early 2015, Plaintiff began exercising his Free Right of Speech by complaining of violations of laws and a policy and practice of relative to conduct of Defendant Workman demanding him to fabricate a witness statement for an incident which he did not observe; for making complaints relative to public health and safety concerns regarding the regulatory control of narcotics in the Town of Southampton Public Safety Emergency Response Vehicles and in complaining about threats and harassment from the Defendants described herein.
67. At the time, Plaintiff exercised his Free Right of Speech, such rights were secured by the Constitution of Massachusetts and the United States of America.
68. The conduct complained about is conduct that would have and ultimately did effect the safety, health and well-being of the Citizens of the Town of Southampton.
69. As the Plaintiff complained and began to speak out to supervisors within the Southampton Fire Department to protect the integrity of paramedic-level ambulance services the Citizens of Southampton were to receive, Defendant Workman began to interfere by means of trying to hinder, impede, and intrude upon the Plaintiff's work environment in attempt to restrain him from engaging in his Free Right of Speech.

70. Defendants Cutler, Kanieck, Labrie, Martin and Sears's failure to act and stand-by silently interfered by means of aiding and abiding the conduct of Defendant Workman in attempting to restrain the Plaintiff from engaging in his Free Right of Speech.
71. Defendant Workman interfered with the Plaintiff's Free Right of Speech to prevent the Citizens of Southampton and general public from learning about the following:
- a. Chronic Policy of allowing lacked regulatory procedures for narcotics utilized in emergency personal vehicles by the Town of Southampton Fire Department;
  - b. implementing shunning and silent treatment practices of the supervisory staff towards the plaintiff after complaining;
  - c. by de-minimizing the conduct of Defendant Workman;
  - d. by removing the Plaintiff from his primary job responsibilities;
  - e. by violating the Open Meeting Laws in attempt to further harass and interfere with the Plaintiff's rights.
72. In or about early March of 2015, when the conduct of Defendant Workman began to culminate and become exposed, Defendant Workman and Defendant Cutler, Kanieck, Labrie, Martin and Sears engaged in intimidating and coercive conduct by the following:
- a. by threatening to terminate the plaintiff's employment;
  - b. by failing to act to address the plaintiff's grievances;
  - c. by knowingly breaching and violating the Town By Laws as to personnel procedures to prevent the plaintiff from having the conduct of the Defendants' addressed;
  - d. by coercing the Plaintiff to take leave of absences;



- e. by creating pretextual disciplinary charges and then converting them to non-disciplinary charges;
  - f. by continuing defaming and disparaging the plaintiff in the public and to the local media.
73. Defendant Workman, Cutler, Kanieck, Labrie, martin and Sears engaged in the foregoing conduct only to intimidate, threaten and attempt to prevent the Plaintiff from further speaking out against the Town of Southampton policies relative to Defendant Workman and not complying with safety standards and protocols in emergency personnel vehicles.
74. Defendants further interfered with the Plaintiff's due -process right of having a protected property interest in his continued employment pursuant to a valid Town of Southampton By-Laws & Personnel agreement providing that covered employees could not be terminated without just cause<sup>1</sup> or proper due process procedures.
75. At all relevant times hereto, the Plaintiff felt intimidated, threatened and coerced by the Defendants.
75. Plaintiff has been damaged by Defendants' conduct.

### **COUNT III**

#### **Intentional Interference with Contractual Relations v. Workman**

76. 76. The Plaintiff incorporates by reference all allegations as alleged in all previous counts herein.
77. Plaintiff was a beneficiary to Town By-Laws which govern his employment between Defendant Town of Southampton and Southampton Fire Department employees.

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<sup>1</sup> Wojcik v. Massachusetts State Lottery Com'n, C.A. 1 (Mass.) 2002, 300 F.3d 92.

78. Defendant Worker knew the Plaintiff had certain disciplinary rights under the Town of Southamptons By-Laws and Personnel procedures, including but not limited to, grievance stages, a just cause hearing and grievance rights:
79. Defendant Workman interfered with the Plaintiffs contractual right with Defendant Town of Southamptons by tortuously interfering with the Plaintiffs contractual relationship between the parties and in fabricating disciplinary charges for his own personal aide and benefit.
80. Defendant Workman interfered with those rights by making false statements, half-truths and materially misleading statements as the evidence as to the matters resulting in Defendant Town of Southamptons breach of those rights.
81. Defendant Workman induced Defendants Cutler, Kanieck, Labrie, Martin and Sears to break its contract rights with the Plaintiff.
82. Defendant has damaged the Plaintiff.

**COUNT IV**  
**Breach of Contract- By-Laws**  
**v. Defendant Town of Southampton**

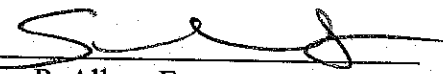
83. The Plaintiff incorporates by reference all allegations as alleged in all previous counts herein.
84. At the time of his employment through the present period, the Town of Southampton had Personnel By-Law, Procedures and Regulations as to employee grievances.
84. The Plaintiff was a beneficiary of these by-laws as a Town of Southampton fire fighter.
85. In or about February 2015 and March of 2015 and in November of 2016, Plaintiff attempted to utilize the proper procedures within the Towns By-Laws.
86. Defendant Town of Southampton, in bad-faith, breached the subject agreement.
87. Plaintiff has been damaged because of the Defendants conduct.

WHEREFORE, Plaintiff request this Court to do the following:

1. Find for the Plaintiff on all counts;
2. Assess damages with interest thereon in accordance with all applicable statutory authority and damage assessment codifications;
3. Order reinstatement of the Plaintiff forthwith;
4. Issue a restraining order whereby restraining the Defendants from engaging in any further acts of retaliation.
5. Award the Plaintiff his reasonable attorney fees and expenses.

Respectfully submitted,

Kyle Miltimore  
By His Attorney

By   
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